

AGENDA
UTILITIES SERVICE BOARD MEETING

Utilities Service Board Room
City of Bloomington Utilities
600 E. Miller Dr.
Bloomington, Indiana 47402

Sam Frank, President
Jim Sherman, Vice President
Jason Banach
Amanda Burnham
Jeff Ehman
Julie Roberts
Jim Sims
Tim Mayer, ex-officio

May 15, 2017

5:00 P.M. Regular Meeting

- I. Call to order
- II. Approval of the minutes of previous meeting (May 1)
- III. Approval of the claims
- IV. Approval of 2017 Interdepartmental Agreement between the City of Bloomington Utilities and the City of Bloomington - Jeff Underwood & Efrat Feferman
- V. Approval of Contract for the Sale of Water with the Town of Ellettsville - Chris Wheeler
- VI. Old business
- VII. New business
- VIII. Subcommittee reports
- IX. Staff reports
- X. Petitions and communications*
- XI. Adjournment

* Brief public comment will be limited to 5 minutes per person.

UTILITIES SERVICE BOARD MEETING

May 1, 2017

Utilities Service Board meetings are recorded electronically or stenographically and are available during regular business hours in the office of the Director of Utilities.

Board President Frank called the regular meeting of the Utilities Service Board to order at 5:00 p.m. The meeting was held in the Utilities Service Board room at the City of Bloomington Utilities Administrative Building in Bloomington, Indiana.

Board members present: Sam Frank, Jim Sherman, Jim Sims, Amanda Burnham, Jason Banach, Jeff Ehman, and Tim Mayer (ex-officio).

Staff members present: Efrat Feferman, Vic Kelson, Jon Callahan, Tom Axsom, Nolan Hendon, Holly McLauchlin, Chris Wheeler, Brad Schroeder, John Langley, Mike Hicks, and Tamara Roberts.

MINUTES

Board Vice President Sherman moved and Board Member Sims seconded the motion to approve the minutes of the April 17th meeting. Motion carried, 6 ayes, 1 member absent, (Roberts).

CLAIMS

Vice President Sherman moved and Board Member Sims seconded the motion to approve the claims as follows:

Vendor invoices submitted to the Controller's Office on 4/27/17 included \$97,555.31 from the Water Utility; \$195,799.75 from the Wastewater Utility; and \$10,385.01 from the Stormwater Utility. Total Claims approved, \$303,740.07.

Motion carried, 6 ayes, 1 member absent, (Roberts).

Vice President Sherman moved and Board Member Sims seconded the motion to approve the utility claims as follows:

Utility invoices submitted to the Controller's Office on 4/20/17 included \$4,783.67 from the Water Utility; \$21,750.10 from the Wastewater Utility; and \$0.00 from the Stormwater Utility. Total Claims approved, \$26,533.77.

Motion carried, 6 ayes, 1 member absent, (Roberts).

Vice President Sherman moved and Board Member Sims seconded the motion to approve the wire transfers and fees for the month of April in the amount of \$317,781.68.

Motion carried, 6 ayes, 1 member absent, (Roberts).

Vice President Sherman moved and Board Member Sims seconded the motion to approve the customer refunds as follows:

Customer refunds submitted to the Controller's Office on 4/24/17 included \$25.31 from the Water Utility; \$230.86 from the Wastewater Utility; and \$0.00 from the Stormwater Utility. Total Claims approved, \$256.17.

Motion carried, 6 ayes, 1 member absent, (Roberts).

REQUEST TO APPROVE PRETREATMENT PERMIT FOR COOK POLYMER

Vice President Sherman moved and Board Member Sims seconded the motion to approve; motion carried, 6 ayes, 1 member absent, (Roberts).

Pretreatment Coordinator Tamara Roberts requested approval for permit renewal for Cook Polymer. Permit has not changed except there is now a flow limit for all new/renewed permits. This is a 5-year permit, but changes can be made if needed in those 5 years.

REQUEST FOR APPROVAL OF CHANGE ORDER NO. 1 (FINAL) FOR THE SERVICE CENTER GARAGE ROOF REPLACEMENT WITH NU-TEC ROOFING CONTRACTORS, LLC

Vice President Sherman moved and Board Member Sims seconded the motion to approve; motion carried, 6 ayes, 1 member absent, (Roberts).

Capital Project Manager Mike Hicks described changes from original contract. Roof substrate was damaged further than expected resulting in charges \$41,071.04 more than the original \$69,640.00 contract. Board member Banach expressed concern at the 59% increase and asked if CBU discussed how to avoid this in the future. Assistant Director over Finance, Efrat Feferman stated there is not a formal process but it was certainly discussed in staff meetings. Hicks brought up that the total contract at \$110,711.04 was still within the budgeted \$120,000 for the roof project. Board member Burnham asked if the change had been discussed at a previous meeting. Feferman stated that it had, although the exact amount had not yet been determined at that time. Board member Sherman asked if Board approval was needed for changes over certain amount. Feferman stated that state statute for public works allowed for this project to proceed, although if circumstances allowed, CBU would certainly discuss changes to a contract and even consider re-bidding. In this case, once the damaged roof had been removed, it had to be replaced quickly.

OLD BUSINESS: N/A

NEW BUSINESS: N/A

SUBCOMMITTEE REPORTS: Board member Banach reported that the Property & Planning subcommittee had met to discuss the future of the non-functioning Griffy Plant and Chitwood wastewater plant proposal. The subcommittee agreed with CBU staff that demolition is an agreeable course of action for Griffy and they were "lukewarm" to the idea of a private wastewater plant, but CBU is welcome to pursue discussions and research the idea.

STAFF REPORTS:

Director Vic Kelson said April's DBP numbers were comparable to last month. Kelson reminded board members they were welcome to join staff for the annual meeting. Kelson also demonstrated the new screen and projectors in the board room. Pretreatment Coordinator Roberts handed out bags to board members with FOG (Fats, Oils, Grease) info and prevention tools. 500 of these bags will be distributed in an area where FOG has been a problem.

PETITIONS AND COMMUNICATIONS:

President Frank commended staff for recent 3rd & Lincoln repair saying it was handled quickly and thoughtfully in consideration of community. Director Kelson stated all departments and contractors involved worked to communicate with stakeholders and have streets open before IU graduation weekend.

ADJOURNMENT: The meeting was adjourned at 5:32 p.m.

Samuel K. Frank, President

**UTILITIES SERVICE BOARD MOTION
MEETING ON MAY 15, 2017**

To: Utilities Service Board
Dept.
Sub: Claims list filed: 05/10/17
USB: 05/15/2017
For Period: 04/14/17-04/28/17
G/L Date: 05/19/17

From: Kim Robertson
Dept. Accounts Payable
Date: 05/11/17

Paydate: 05/19/17

Utilities Department invoices filed with the City Controller May 10, 2017 and signed by the Utilities Service Board for payment May 19, 2017 as in accordance with the Utilities Service Board Resolution of August 7, 1973, be hereby approved and entered into the minutes of today's meeting. A copy of the list is filed, with any exceptions noted, is hereby attached and made a part of these proceedings.

Water Operations & Maintenance	112,514.27
Water Construction	0.00
Water Meter Deposit	0.00
Water Sinking	0.00
Water Hydrant Meter Rental	0.00

Total of Water Utilities as per the invoice list:	<u><u>\$112,514.27</u></u>
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Wastewater Operations & Maintenance	168,676.54
Wastewater Construction	0.00
Wastewater Sinking	0.00

Total of Wastewater Utilities as per the invoice list:	<u><u>\$168,676.54</u></u>
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Stormwater	4,426.42
Stormwater Construction	0.00

Total of Stormwater Utility as per the invoice list:	<u><u>\$4,426.42</u></u>
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Total Water Utility:	<u><u>\$112,514.27</u></u>
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Total Wastewater Utility:	<u><u>\$168,676.54</u></u>
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Total Stormwater Utility:	<u><u>\$4,426.42</u></u>
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TOTAL WATER, WASTEWATER & STORMWATER UTILITIES	<u><u>\$285,617.23</u></u>
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City of Bloomington Utilities
Accounts Payable by G/L Distribution Report
Paydate: 05/19/17

Vendor	Invoice No.	Invoice Description	Invoice Amount	Water O&M	Wastewater O&M	Stormwater O&M
Absolute Standards, INC	160810	BP17-45 Test kits for DMR-QA study	340.00		340.00	
Absolute Standards, INC	161826	DL17-024 Samples for DMR 37 study + shipping	355.00		355.00	
Aecom Technical Services	37902983	W17-4102 / ENG17-024 Soil contamination analysis at Dyer Tank	6,678.50	6,678.50		
Airgas, INC (Airgas USA LLC)	9049797811	Acetylene tank, oxygen tank for torch set @ Blucher - BP	154.46		154.46	
Allied Wholesale Electrical Supply, LLC	5327290	Misc SCH40 90's coupler, PVC cement, towels & wipes - MN	42.92	42.92		
Allied Wholesale Electrical Supply, LLC	5329232	MN17-161 Various pipes, couplings & ring hangers	52.15	52.15		
All-Phase Electric Supply, INC	0740-569468	2 Model 1964 Optical meter for diagnosis of blower @ Dillman-PUR	2,750.00		2,750.00	
American Structurepoint, INC	95649	WS17-20501-Fullerton Pike Phase II through 03/31/17 - ENG	15,367.08	6,175.35	9,191.73	
American Water Works Association	7001393447	MN17-169 AWWA annual membership - Danny Wall	90.00	90.00		
American Water Works Association	7001393508	MN17-169 AWWA annual membership - Daniel Rogers	90.00	90.00		
American Water Works Association	7001393515	MN17-169 AWWA annual dues - Shawn Medsker	90.00	90.00		
American Water Works Association	7001393519	MN17-169 AWWA annual membership - Don Gramlich	90.00	90.00		
American Water Works Association	7001393520	MN17-169 AWWA Annual Dues - Shane Ira	90.00	90.00		
American Water Works Association	7001393522	MN17-169 AWWA annual dues - Douglas Steury	90.00	90.00		
American Water Works Association	7001393526	MN17-169 AWWA annual membership dues - Chris Vaughn	90.00	90.00		
American Water Works Association	7001393527	MN17-169 AWWA Annual Membership - Paul Girdley	90.00	90.00		
American Water Works Association	7001393529	MN17-169 AWWA Annual Membership - Joe Cunningham	90.00	90.00		
American Water Works Association	7001393532	MN17-169 AWWA Annual Membership - James White	90.00	90.00		
BFW Crane, INC	701729-1	D14-80 Jordan tunnel structural inspection - ENG	3,400.00			3,400.00
Black Lumber Co INC	319500	2 Lighters for smoke testing sewers - TD	3.78		3.78	
Black Lumber Co INC	320148	Garden hoses, extension cords, bits, hose gaskets - PUR	65.94	26.38	39.56	
Bloomington Paint & Wallpaper Co	00368154	5 gallons wall paint & painting tools - SC	303.04	121.22	181.82	
Brenntag Mid-South, INC	BMS628846	Phosphoric Acid - 2,800 @ .9600 delivered 04/13/17 - BP	2,908.00		2,908.00	
Brenntag Mid-South, INC	BMS636502	Credit memo for returned drums #430722 - 4 @ \$50 ea - MN	(200.00)	(200.00)		
Brenntag Mid-South, INC	BMS640819	Robin 120 Polymer - 4600 @ .9090 delivered 04/27/17 - MN	4,181.40	4,181.40		
Building Associates, INC	3466	W17-20502/S17-20502; ENG17-031 Audio/video upgrade board room	157.50	63.00	94.50	
CDW, LLC	HPD4688	Otterbox Defender protective case for iPad - MN, DIR	50.49	50.49		
Chemical Resources, INC	297259	Sodium aluminate - 44,880 @ .1720 delivered 04/19/17 - DR	7,719.36		7,719.36	
Chemtrade Chemicals Corporation	92079698	Alum - 11.012 @ 424.00 delivered 04/18/17 - MN	4,669.09	4,669.09		
Chemtrade Chemicals Corporation	92080516	Alum - 11.091 @ 424.00 delivered 04/19/17 - MN	4,702.58	4,702.58		
Chemtrade Chemicals Corporation	92085257	Alum - 11.134 @ 424.00 delivered 04/25/17 - MN	4,720.82	4,720.82		
Chris James Scott Eberle	PUR17-195	Mileage -Service Center call-out 04/21/17 - PUR	7.20	2.88	4.32	
Cintas First Aid & Safety # 388	5007767722	Restock first aid cabinet @ Dillman - 04/26/17 - DR	146.45		146.45	
Cloverleaf Tool Co	41659	TD17-159 various supplies for grit removal at Dillman	1,245.51		1,245.51	

City of Bloomington Utilities
Accounts Payable by G/L Distribution Report
Paydate: 05/19/17

Vendor	Invoice No.	Invoice Description	Invoice Amount	Water O&M	Wastewater O&M	Stormwater O&M
Commercial Service Of Bloomington, INC	C39124	Preventive maintenance for HVAC @ Monroe Low Service Pump - MN	95.00	95.00		
Cosner's Ice Company	167001882	110 Bags of Ice delivered 04/21/17 - TD	159.50	63.79	87.73	7.98
David A Payne (AAG All American Gasket)	14551	PUR17-179 500 1.5" x 1/8" EPDM NSF/61 gaskets for potable water	1,026.48	1,026.48		
Eco-Infrastructure Solutions, INC	8835	Repair Omni-eye III Zoom Camera - SW, TD	596.80			596.80
Eurofins Eaton Analytical, INC	S275575	Dissolved & total organic carbon, SUVA, UV analysis - MN	185.00	185.00		
Eurofins Eaton Analytical, INC	S275579	TTHM & HAA5 analysis - required testing for drinking water - DR	1,710.00	1,710.00		
Everett J Prescott, INC	5208316	W17-20500/S17-20500 - TD17-125 1.5" Omni C2 meters (10)	11,495.20	4,598.08	6,897.12	
Everett J Prescott, INC	5208318	WS17-20500 / TD17-126 Omni C2 chambers complete	12,415.24	4,966.10	7,449.14	
Fastenal Company	INBLM197080	Restock first aid cabinet @ Service Center - 03/15/17 - SC	48.44	19.38	29.06	
Fastenal Company	INBLM197932	2 Sump pumps, 2 25' hoses - DR	770.31		770.31	
Fastenal Company	INBLM198092	Restock supplies in machine - 04/27/17 - PUR	191.18	90.42	100.76	
Fastenal Company	INBLM198094	Restock supplies in machine - 04/28/17 - PUR	232.47	109.00	123.47	
Fisher Scientific Company, LLC	0178544	Potassium Iodid granular, 4 PH 4 buffer solution - MN	657.45	657.45		
Fisher Scientific Company, LLC	7313542	Nalgene HDPE sample bottles, transfer pipets 5ml - LAB, DR	584.43	584.43		
Fisher Scientific Company, LLC	7313546	Brilliant green bile 2% - LAB, DR	116.10	116.10		
Fisher Scientific Company, LLC	7476495	Lauryl tryptose broth, EC Broth with mug - LAB, DR	349.32	349.32		
Fisher Scientific Company, LLC	8689293	45/38mm ETFE Adapter, PTFE Closure ring - LAB, DR	64.04	64.04		
Fisher Scientific Company, LLC	8905768	Flask covers - LAB, DR	259.04	259.04		
Greeley And Hansen, LLC	INV-0000496990	S17-6101 - Dillman WWTP Capacity Analysis thru 04/07/17 - ENG	19,769.09		19,769.09	
Gripp, INC	334229	Monthly Wastewater flow monitoring - ENG	4,576.83		4,576.83	
HD Supply Facilities Maintenance - (USA Bluebook)	230279	BP17-72 Nalgene wide mouth HDPE jars (12)	382.50		382.50	
HD Supply Facilities Maintenance - (USA Bluebook)	231733	DR17-049 Honeywell Circular Chart paper 100/bx (12)	774.44		774.44	
HD Supply Facilities Maintenance - (USA Bluebook)	236178	DR17-049 Calcium hypochlorite chlorination tabs 45lb pail	588.80		588.80	
HD Supply Facilities Maintenance - (USA Bluebook)	236828	PUR17-175 Honda lightweight dewatering pumps (2)	823.00	329.20	493.80	
HD Supply Facilities Maintenance - (USA Bluebook)	238768	DR17-052 Textbooks -WW treatment plants, microbiology, etc.	594.98		594.98	
HD Supply Waterworks, LTD	G953356	PUR17-137 Ads inserta-tee 6"; part#6P26FB12-ULTRARIB	138.00	55.20	82.80	
Hoosier Times, INC	149972-123116	Public notice for Low Service Pump #4 - 12/04/16 - ENG	101.96	101.96		
Hoosier Times, INC	149972-33117	Public notice for South Central Interceptor - 03/09/17 - ENG	116.48		116.48	
Houchen's North Foods, LLC (Buehler's IGA)	5202560-#7059	Food for LMC training - BP	172.77		172.77	
HP Products Corporation	CR00195920	Credit memo for 10 bx blue nitrile industrail grade gloves XL-DR	(55.90)		(55.90)	

City of Bloomington Utilities
Accounts Payable by G/L Distribution Report
Paydate: 05/19/17

Vendor	Invoice No.	Invoice Description	Invoice Amount	Water O&M	Wastewater O&M	Stormwater O&M
HP Products Corporation	I3008998	10 bx Blue Nitrile Industrial Grade Gloves XL - DR	57.60		57.60	
HP Products Corporation	I3011928	1 cs #112290 can liners, 1 cs #112382 black can liners - SC	97.43	38.97	58.46	
HP Products Corporation	I3016065	3 cs tissue, 7 cs M-fold towels, 2 cs can liners - SC	448.09	179.24	268.85	
HP Products Corporation	I3017920	2 cs Z Prem fold towels -MN	112.80	112.80		
HP Products Corporation	I3021064	3 bx Black nitrile gloves XL, 2 cs sanitary napkins - SC	109.77	43.91	65.86	
HP Products Corporation	I3022423	1 dz therma latex coated gloves, 27 bx black nitrile gloves-SC	279.32	111.73	167.59	
Hylant of Indianapolis, LLC	ACCT17-008B	CBU Poriton-2017 Insurance policies-Adj to Pmt #1 - ACCT	2,339.00	935.60	1,052.55	350.85
Indiana Rural Water Association, INC	17-07940	PUR17-170 IRWA Spring Conference - Larry Hardin	120.00	120.00		
Indiana Rural Water Association, INC	17-07941	PUR17-170 IRWA Spring Conference - Richard Crowe	120.00	120.00		
Indiana Rural Water Association, INC	17-07969	PUR17-173 Spring conference registration - Mark Raper	120.00	120.00		
Indiana University Health Bloomington, INC	00043079-00	PE Respirator clearance for 1 Monroe employee - 04/05/17 - MN	140.00	140.00		
Industrial Service & Supply, INC	49918	Male pipe coupling for basin #1 - MN	14.98	14.98		
Industrial Service & Supply, INC	49954	Misc couplings & small parts for hydrants located @ Blucher - BP	232.79		232.79	
Industrial Service & Supply, INC	50055	Cam-locs for pump @ residuals basin - MN	40.41	40.41		
Interstate All Battery Center of Bloomington, INC	190330100666	9 Rechargeable AA batteries, 1 flashlight - MS, TD	90.00	36.00	54.00	
Irving Materials, INC	10393129	Concrete - Waterline @ S Jordan Ave & E Hunter - 4/17/17 - TD	934.50	934.50		
Irving Materials, INC	10393566	Concrete - Waterline @ Clover Terrace - 4/18/17 - TD	433.00	433.00		
Irving Materials, INC	10394482	Concrete - Waterline @ 9th & Dunn - 4/20/17 - TD	444.00	444.00		
Irving Materials, INC	10394925	Concrete - Hydrant @ 3rd & Fairview 4/21/17 - TD	440.00	440.00		
Irving Materials, INC	60014198	Concrete - Water & Sewer @ Basswood Dr & Copper Beach Way -TD	498.00	249.00	249.00	
Irving Materials, INC	60014414	Concrete - Waterline @ 1612 South Clifton Lane - TD	424.25	424.25		
J&S Locksmith Shop, INC	164270	Pad lock, weed eater, safety glasses - MN	287.33	287.33		
Jackson-Hirsh, INC	0965162	ADMIN17-056 Letter sized laminating pouches/50 per package	89.79	35.92	53.87	
Jason Krothe (Hydrogeology, INC)	002	S17-6104 -Phase II Environmental Study-SC Interceptor - ENG	17,242.33		17,242.33	
JCI Jones Chemicals, INC	717929	Sodium hypochlorite - 4,105 @ .7500 delivered 04/11/17 - DR	3,078.75		3,078.75	
JCI Jones Chemicals, INC	718696	Sodium hypochlorite - 4,111 @ .7500 delivered 04/21/17 - DR	3,083.25		3,083.25	
JCI Jones Chemicals, INC	718809	Sodium hypochlorite - 4,537 @ .7500 delivered 04/24/17 - MN	3,402.75	3,402.75		
Jerry R Sluss	ENG17-026	W17-4103 - Easement for 4685 W Woodyard Rd - ENG	1,908.00	1,908.00		
John Deere Financial (Rural King)	JRNL#F72370/62	Rubber boots, lifting straps for truck #616 - TD	210.93	84.37	116.01	10.55
John Deere Financial (Rural King)	JRNL#F73552/62	4 50# Kentucky Fescue grass seed for yard work - TD	199.96	79.98	109.98	10.00
John Deere Financial (Rural King)	JRNL#F79279/62	W17-4103 - 4 Fence panels for Woodyard Rd water main - TD	79.16	79.16		
Kevin R McKnight	PUR17-194	Mileage-Call-out for service center repairs-04/13 & 04/21/17-PUR	8.64	3.46	5.18	
Kleindorfer Hardware & Variety	04/25/17 CBU	Misc parts & supplies - 03/29-04/25/17 - MN,TD,MS,ENG,BS,SC,BP,DR	1,274.33	435.73	837.11	1.49

City of Bloomington Utilities
Accounts Payable by G/L Distribution Report
Paydate: 05/19/17

Vendor	Invoice No.	Invoice Description	Invoice Amount	Water O&M	Wastewater O&M	Stormwater O&M
Komline Sanderson Engineering Corporation	42034778	S17-6102/BP17-68 Parts for #2 belt press rebuild	8,357.96		8,357.96	
Larry Stidd (Bloomington Letter Shop)	4767	1,000 2-part street cut forms - SW, TD	185.00	74.00	101.75	9.25
Lawson Products, INC	9304691154	6 Vanilla aerosol - BP	94.39		94.39	
Logical Concepts, INC (Omnisite)	55490	Repair Omni #22147 RMA #7706 - TD	291.00	116.40	174.60	
Logical Concepts, INC (Omnisite)	55500	Monthly cellular fee for XR-50 Omni-site - 05/01-05/31/17 - ENG	1,150.00		1,150.00	
Maple Grove Distributing, INC	739246	TD17-161 Blades Scagg mower parts; blade bolts for mower	115.02	46.01	69.01	
Menards, INC	60308	Power washer model #5997 for garage - SW, TD	724.00	289.60	398.20	36.20
Menards, INC	58934	Paint & misc painting supplies - MN	137.74	137.74		
Menards, INC	58960	Paint samples, foam brush - MN	10.70	10.70		
Menards, INC	59035	Paint & sanding sponge - MN	34.97	34.97		
Menards, INC	59524	Hose reel, electrician bag, nut driver, connectors & misc - PUR	226.71	90.68	136.03	
Menards, INC	60277	Hot water heater, earplugs, fittings, paint supplies - SC	488.05	195.22	292.83	
Menards, INC	60320	Sump pump for SW tank valve pit - TD	88.79	88.79		
Nalco Crossbow Water, LLC	2215356	DMF1 DI EXPRESS IT service exchanger, R1009 filter - LAB, DR	147.13		147.13	
Nalco Crossbow Water, LLC	2215357	CRF1 Carbon Guard IT Carbon Exchanger - LAB, DR	181.85		181.85	
Northern Safety Co., INC	902394409	DR17-051 Hi-Vis gloves, chemical resistant boots, disp coveralls	248.26		248.26	
Northern Safety Co., INC	902396421	PUR17-181 100 Activgard contamination suits (2XL, 4XL)	510.35	204.14	306.21	
Northern Safety Co., INC	902400877	DR17-051 Hi-Vis Lime Ruf Flex Lite 2XL gloves (12 prs)	29.59		29.59	
Nu-Tec Roofing Contractors, LLC	5222731	WS17-20503-Service Center Garage Roof thru 04/28/17 - ENG	41,071.04	16,428.42	24,642.62	
Online Resources Corporation	BC17-012	Refund electronic payment made in error #2113158873 #196651-AR	40.00		40.00	
Pace Analytical Services, INC	1750062450	6 Low-level mercury analysis of Influent & effluent - ADMIN	540.00		540.00	
Paragon Micro, INC	753817	HP LaserJet Pro M402dne Printer for F. Buczolicz - TD, DIR	188.99	75.60	113.39	
Paragon Micro, INC	756465	Samsung 22" LED monitor - J Ramey - ENG, DIR	167.25	66.90	100.35	
Paragon Micro, INC	758615	Samsung 22" LED Monitor for D Gramlich - MN, DIR	167.25	167.25		
Paragon Micro, INC	760187	C2G TruLink VGA to Composite PC-TV adapter - TD	52.99		52.99	
Paragon Micro, INC	760372	Samsung 22" LED Monitor for G Nettleton - ENG, DIR	167.25	66.90	100.35	
Paragon Micro, INC	762580	Adobe Acrobat Pro DC 2015 License for S McGlothlin-ENG, DIR	379.99	152.00	227.99	
Pitney Bowes, INC	20822235 05/2017	Reserve account postage - Acct #20822235 - Mar-Apr 2017-ACCT	1,887.24	762.59	1,124.65	
Republic Services, INC	0694-001820724	Trash removal @ Dillman WWTP - 04/01-04/30/17 - DR	480.03		480.03	
Republic Services, INC	0694-001823860	Trash removal @ Monroe WTP - 04/01-04/30/17 - MN	99.75	99.75		
Republic Services, INC	0694-001823861	Trash removal @ Blucher Poole - 04/01-04/30/17 - BP	99.75		99.75	
Rosen & Rosen Industries (R&R Industries)	517630	PUR17-180 40 Medium safety vests with zipper	456.20	182.48	273.72	
Sal Chemical Co., INC	168092	Aqua ammonia - 19,480 @ .1600 delivered 04/20/17 - MN	3,116.80	3,116.80		
Schaeffer Manufacturing Company	BS1386-INV1	1 cs Moly grease for motors @ Dillman - DR	114.90		114.90	
Sensus USA, INC	VV17000237	TD17-103 Repair handheld meter #5	515.19	206.08	309.11	

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Vendor	Invoice No.	Invoice Description	Invoice Amount	Water O&M	Wastewater O&M	Stormwater O&M
Sid Tool Co., INC (MSC Industrial Supply)	84539157	PUR17-161 3/16" X 4" X 60" neoprene rubber strip (1)	19.02	7.61	11.41	
Sid Tool Co., INC (MSC Industrial Supply)	86746147	PUR17-161 3/16"x4"x60" long neoprene rubber strip (3)	57.06	22.82	34.24	
Southern Indiana Parts, INC (Napa Auto Parts)	141519	8 Oil filters for compressors - DR	40.72		40.72	
Southern Indiana Parts, INC (Napa Auto Parts)	144158	Wiper fluid, tube grease, 5-20 oil, transmission fluid - SC	241.92	96.77	145.15	
Southside Rental Center, INC	01-212711-01	Propane - SC	104.40	41.76	62.64	
Staples Contract & Commercial, INC	3330357246	36"x150' Wide format plotter paper 2 rolls - ENG, PUR	42.30	16.92	25.38	
Staples Contract & Commercial, INC	3335937510	2 Lase lite earplugs, 2017 monthly desk calendar - DR	56.36		56.36	
Staples Contract & Commercial, INC	3336517154	Metal monitor stand - PUR	21.16	8.46	12.70	
Staples Contract & Commercial, INC	3337100567	Metal monitor stand - PUR	21.16	8.46	12.70	
Staples Contract & Commercial, INC	3337100568	12 Cases of copy paper - SC, PUR	318.84	127.54	191.30	
Staples Contract & Commercial, INC	3337100569	Magnetic clips pk/3 - PUR	3.10	1.24	1.86	
Staples Contract & Commercial, INC	3337100570	Magnetic file pocket, adjustable steel book rack - PUR	44.04	17.62	26.42	
Staples Contract & Commercial, INC	3337100577	4 L Markers, gr markers, screen wipes, 4 L clips-MS, SW, TD	103.95	41.58	59.07	3.30
Staples Contract & Commercial, INC	3337100578	3M Designer gel mouse pad - TD	17.00	6.80	10.20	
Staples Contract & Commercial, INC	3337100619	Eraser wall calendar - DR	16.04		16.04	
Staples Contract & Commercial, INC	3337669103	Credit for returned Magnetic file pocket - PUR	(12.34)	(4.94)	(7.40)	
Staples Contract & Commercial, INC	3337669104	1 case 11"x17" White copy paper - SC, PUR	29.41	11.76	17.65	
Staples Contract & Commercial, INC	3337669105	Sharpies, binder clips, pens, tape, stand, flash drive - ENG	103.99	41.60	62.39	
Staples Contract & Commercial, INC	3337669106	Mechanical pencils 1 box of 12 - ENG	6.43	2.57	3.86	
Staples Contract & Commercial, INC	3338351713	Washburn bonded leather chair - MN	91.37	91.37		
Staples Contract & Commercial, INC	3338351716	Big tall black mesh chair - MN	216.29	216.29		
Staples Contract & Commercial, INC	3338594414	Credit for double charged item metal monitor stand - PUR	(21.16)	(8.46)	(12.70)	
State Of Indiana	04/18/17 CBU	Water usage - 03/01/17 - 03/31/17 - MN	14,711.63	14,711.63		
State Of Indiana	FP 53-02 - 2017	Permit renewal fee for Dillman WWTP Non-municipal landfill - ENV	15,350.00		15,350.00	
State Of Indiana	WW017148 2017	Class IV WWTP Operator License renewal for Garrett Towell - DR	30.00		30.00	
Tauren, INC	04201701	WS17-20502-Cat6A Installation Project(Shielded Data Cabling)-DIR	2,000.00	800.00	1,200.00	
United Parcel Service, INC	00004309481 67	Shipping charges - 04/17-04/19/17- TD, DIR, MN, LAB, PUR	112.58	45.37	67.21	
Van Ausdall & Farrar, INC	241253	PUR17-187 Department copies used: Acct., Eng, Admin	1,939.12	775.65	1,163.47	
Van Ausdall & Farrar, INC	4876	Software Assurance Document Scanning Renewal & workflow - DIR	540.00	216.00	324.00	
W.W. Grainger, INC	9427738522	DM17-049 PVC 90 for use in Grit equipment (2) 3" size	72.42		72.42	
Watson-Marlow, INC	SI035153	MN17-072 Watson-Marlow chlorine peristaltic pumps (2)	13,782.97	13,782.97		

City of Bloomington Utilities
Accounts Payable by G/L Distribution Report
Paydate: 05/19/17

Vendor	Invoice No.	Invoice Description	Invoice Amount	Water O&M	Wastewater O&M	Stormwater O&M
White River Cooperative, INC	7101373	1,000 gallons of prem dieselex-4 off road fuel for generators-DR	1,980.00		1,980.00	
Young Trucking, INC	92253	#23 Sand delivered 4/10/17 to Dillman - DR, ENV	1,963.40		1,963.40	
Young Trucking, INC	92254	Hauling sludge from Blucher Poole - 04/11-04/13/17 - BP, ENV	1,309.47		1,309.47	
Young Trucking, INC	92255	Hauling sludge from Dillman WWTP - 04/13/17 - DR, ENV	7,640.61		7,640.61	
Young Trucking, INC	92344	Hauling sludge from Blucher Poole - 04/17-04/20/17 - BP, ENV	2,076.46		2,076.46	
Grand total:			285,617.23	112,514.27	168,676.54	4,426.42

ACH
INTERDEPARTMENTAL
MEMO

To: Utilities Service Board
Sub: Scheduled ACH payment

From: Kim Robertson
Dept. Accounts Payable
Date: 05/09/17

G/L DATE: 05/15/17

Water Operations & Maintenance	0.00
Water Construction	0.00
Water Meter Deposit	0.00
Water Sinking	200,560.89
Water Hydrant Meter Rental	0.00
Water Debt Reserve	0.00

Total of Water Utilities as per the claims list:	<u><u>\$200,560.89</u></u>
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Wastewater Operations & Maintenance	0.00
Wastewater Construction	0.00
Wastewater Sinking	0.00
Wastewater Debt Reserve	0.00

Total of Wastewater Utilities as per the claims list:	<u><u>\$0.00</u></u>
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Stormwater	0.00
Stormwater Construction	0.00

Total of Stormwater Utility as per the claims list:	<u><u>\$0.00</u></u>
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Total Water Utility:	<u><u>\$200,560.89</u></u>
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Total Wastewater Utility:	<u><u>\$0.00</u></u>
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Total Stormwater Utility:	<u><u>\$0.00</u></u>
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TOTAL WATER, WASTEWATER & STORMWATER UTILITIES	<u><u>\$200,560.89</u></u>
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ACH - Bank of New York - 2011 SRF Loan Payment - May, 2017

City of Bloomington Utilities
Accounts Payable by G/L Distribution Report
Paydate: 05/15/17

SRF Payment - May 2017

Vendor	Invoice No.	Invoice Description	Invoice Amount	Water Sinking
Bank Of New York	ACCT17-112-5	SRF Bloomington TAS #610026-2011 SRF Loan - May 2017	200,560.89	200,560.89
Grand total:			200,560.89	200,560.89

**UTILITIES SERVICE BOARD MOTION
MEETING ON MAY 15, 2017
UTILITY BILLS**

To: Utilities Service Board
Dept.
Sub: Claims list filed: 05/09/17
USB: 5/15/2017
For Period: 04/20/17 - 05/09/17
G/L Date: 05/09/17

From: Kim Robertson
Dept. Accounts Payable
Date: 05/09/17

Paydate: 05/09/17

Utilities Department invoices filed with the City Controller May 09, 2017 and signed by the Utilities Service Board for payment May 09, 2017 as in accordance with the Utilities Service Board Resolution of August 7, 1973, be hereby approved and entered into the minutes of today's meeting. A copy of the list is filed, with any exceptions noted, is hereby attached and made a part of these proceedings.

Water Operations & Maintenance	103,116.39
Water Construction	0.00
Water Meter Deposit	0.00
Water Sinking	0.00
Water Hydrant Meter Rental	0.00

Total of Water Utilities as per the invoice list:	<u><u>\$103,116.39</u></u>
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Wastewater Operations & Maintenance	113,546.89
Wastewater Construction	0.00
Wastewater Sinking	0.00

Total of Wastewater Utilities as per the invoice list:	<u><u>\$113,546.89</u></u>
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Stormwater	0.00
Stormwater Construction	0.00

Total of Stormwater Utility as per the invoice list:	<u><u>\$0.00</u></u>
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Total Water Utility:	<u><u>\$103,116.39</u></u>
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Total Wastewater Utility:	<u><u>\$113,546.89</u></u>
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Total Stormwater Utility:	<u><u>\$0.00</u></u>
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TOTAL WATER, WASTEWATER & STORMWATER UTILITIES	<u><u>\$216,663.28</u></u>
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City of Bloomington Utilities
Accounts Payable by G/L Distribution Report
Paydate: 05/09/17

Utility Bills

Vendor	Invoice No.	Invoice Description	Invoice Amount	Water O&M	Wastewater O&M
AT&T	8123311353 04/17	Service-Washington St Storage-04/22-05/21/17-#81233113530878 -SC	135.92	54.37	81.55
AT&T	8123315400 04/17	Service - Centrex main line - #81233154005137-04/22-05/21/17-SC	7,252.23	2,900.89	4,351.34
AT&T	8123347689 04/17	Service - Utilities - 04/07-05/06/17 - #81233476892300 - SC	132.09	52.84	79.25
AT&T Mobility II, LLC	04/11/17 CBU	Service - All depts - #287268772596 - 03/12-04/11/17 - SC	2,134.07	726.32	1,407.75
AT&T Mobility II, LLC	04/11/17 MN	Service - D Steury @ Monroe - 03/12-04/11/17 - MN	87.92	87.92	
City Of Bloomington Utilities	04/30/17 CBU	Service - 04/03-04/30/17 - LS, DR, BP, SC	11,356.92	271.52	11,085.40
Duke Energy	05/09/17	Service - March - April 2017 - LS, BS, GR, SC, TD, DR, MN	167,727.30	96,851.84	70,875.46
Smithville Telephone Co Inc	04/20/17 BS	Service - SE Pumping Station - 03/20-04/19/17 - BS	96.64	96.64	
Smithville Telephone Co Inc	05/02/17 BP	Service - Blucher, fax, modem - 04/02-05/01/17 - BP	285.28		285.28
Smithville Telephone Co Inc	05/02/17 DR	Service - Dillman, fax - 04/02-05/01/17 - DR	239.20		239.20
Smithville Telephone Co Inc	05/02/17 MN	Service - Monroe, fax, intake, internet - 04/02-05/01/17 - MN	282.45	282.45	
South Central Indiana REMC	2093400200 04/17	Service - Blucher WWTP - 03/20-04/18/17 - BP	20,752.76		20,752.76
Utilities District of Western Indiana REMC	52184-0010 5/17	Service - Fieldstone LS - 04/01-05/01/17 - LS	758.00		758.00
Utilities District of Western Indiana REMC	75843-001 05/17	Service - Stone Chase LS - 04/01-05/01/17 - LS	131.00		131.00
Vectren	N1035813 04/2017	Service - Monroe WTP - 03/02-04/06/17 - MN	1,791.60	1,791.60	
Vectren	N1059811 04/2017	Service - Dillman WWTP - 03/02-04/06/17 - DR	3,499.90		3,499.90
Grand total:			216,663.28	103,116.39	113,546.89

**UTILITIES SERVICE BOARD MOTION
MEETING ON MAY 15, 2017
CUSTOMER REFUNDS**

To: Utilities Service Board
Dept.
Sub: Claims list filed: 05/09/17
USB: 05/15/2017
For Period: 04/22/17 - 05/04/17
G/L Date: 05/19/17

From: Kim Robertson
Dept. Accounts Payable
Date: 05/09/17

Paydate: 05/19/17

Utilities Department customer refunds filed with the City Controller May 09, 2017 and signed by the Utilities Service Board for payment May 19, 2017 as in accordance with the Utilities Service Board Resolution of August 7, 1973, be hereby approved and entered into the minutes of today's meeting. A copy of the list is filed, with any exceptions noted, is hereby attached and made a part of these proceedings.

Water Operations & Maintenance	398.82
Water Construction	0.00
Water Meter Deposit	0.00
Water Sinking	0.00
Water Hydrant Meter Rental	0.00

Total of Water Utilities as per the invoice list:	<u><u>\$398.82</u></u>
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Wastewater Operations & Maintenance	1,333.36
Wastewater Construction	0.00
Wastewater Sinking	0.00

Total of Wastewater Utilities as per the invoice list:	<u><u>\$1,333.36</u></u>
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Stormwater	0.00
Stormwater Construction	0.00

Total of Stormwater Utility as per the invoice list:	<u><u>\$0.00</u></u>
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Total Water Utility:	<u><u>\$398.82</u></u>
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Total Wastewater Utility:	<u><u>\$1,333.36</u></u>
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Total Stormwater Utility:	<u><u>\$0.00</u></u>
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TOTAL WATER, WASTEWATER & STORMWATER UTILITIES	<u><u>\$1,732.18</u></u>
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City of Bloomington Utilities
Accounts Payable by G/L Distribution Report
Paydate: 05/05/17

Vendor	Invoice No.	Invoice Description	Invoice Amount	Check No.	Reason for refund	Water Funds	Wastewater Funds	Stormwater Funds
Beverly Chen	2002-002	Customer refund	\$14.28	24636	Overpayment on April 2017 Bill		\$14.28	
Crider and Crider Inc	2000240-001	Customer refund	\$398.82	24637	Hydrant Meter Deposit	\$398.82		
Thomas G Doak	4687-008	Customer refund	\$144.76	24638	Credit on account since 2013		\$144.76	
Terence K Dunbar	59714-008	Customer refund	\$1.90	24639	Adjustment from meter misread		\$1.90	
Liza Mary Gennaro-Evans	200767-002	Customer refund	\$400.00	24640	Overpayment each month since Jan 2017		\$400.00	
Hays Building LLC	1840-023	Customer refund	\$49.06	24641	Adjustment from meter misread		\$49.06	
Amy J Palmer	47020-002	Customer refund	\$310.22	24642	Overpayment since July 2015 Bill		\$310.22	
Amber Pulley	38789-005	Customer refund	\$87.72	24643	Overpayment in March 2017		\$87.72	
Jeffrey Smith	200695-001	Customer refund	\$325.42	24644	Hydrant Meter Deposit		\$325.42	
			<u>\$1,732.18</u>			<u>\$398.82</u>	<u>\$1,333.36</u>	<u>\$0.00</u>
			<u>\$1,732.18</u>					

CONTRACT FOR THE SALE OF WATER

THIS CONTRACT, entered into on this _____ day of _____, 2017, by and between the City of Bloomington, Department of Utilities, hereinafter referred to as "CBU," by action of its Utilities Service Board (Hereinafter referred to as "USB") and the Town of Ellettsville, (Hereinafter referred to as "Ellettsville").

WITNESSETH:

WHEREAS, Ellettsville has been organized and established pursuant to the provisions of Indiana Code § 36-5-1-1 et. seq., and must obtain, a supply of water; and,

WHEREAS, CBU owns and operates a water supply distribution system which has the capacity sufficient to serve the present customers of the city system as well as anticipated future growth; and,

WHEREAS, by action of the Utilities Service Board on the _____ day of _____, 2017, the sale of water to Ellettsville in accordance with the provisions of this Contract was approved, and the execution of this Contract by the Utilities Service Board was duly authorized.

NOW, THEREFORE, in consideration of the foregoing and the performance of the terms and conditions set forth, the parties agree as follows:

1. Effective Date of Contract. The effective date of this contract is the date first written above.
2. Term of Contract. This Contract shall extend for a term of twenty (20) years from the effective date of the Contract, and thereafter may be renewed for such term or terms as may be agreed upon by the parties.
3. Quality and Quantity. CBU shall furnish Ellettsville potable water meeting standards of the Indiana Department of Environmental Management and other applicable legal standards in such quantity as may be required by Ellettsville, however Ellettsville will purchase a minimum of Two Million (2,000,000) gallons of water per month and a maximum of Forty-Six Million (46,000,000) gallons of water per month and/or not to exceed the maximum gallons per minute per meter as listed in Exhibit "A" which is attached hereto and incorporated herein. Such water shall be furnished at the point(s) of delivery specified in this Contract, and shall be furnished during the term of this Contract or any renewal or extension thereof.
4. Point of Delivery, Pressure and Connection. Water will be furnished at a reasonably constant pressure from the meter(s) already in place and in use by Ellettsville. If Ellettsville requires greater pressure than that available at the point of delivery, Ellettsville will be responsible for taking the steps necessary to increase the pressure and will bear the cost of providing such greater pressure.

5. Additional Points of Delivery and Connection Fees. Additional points of delivery will be subject to the approval of the Utilities Service Board. The Utilities Service Board reserves the right to deny a request for any reason including, but not limited to, a finding that granting the request would pose a substantial interference with CBU's service to its current customers. In the event that additional points of delivery are approved, Ellettsville shall pay the fee applicable for new service points of delivery which may increase or decrease from time to time during the term of this Contract, pursuant to a duly adopted ordinance of the City of Bloomington, Indiana, subject to the approval of the Indiana Utility Regulatory Commission (Hereinafter referred to as the "IURC").
6. Metering Equipment. CBU shall furnish, install, operate, and maintain at its own expense the necessary metering equipment at the point(s) of delivery, including a meter house or pit, and other required devices of standard type for properly measuring the quantity of water delivered. CBU shall, at its expense, calibrate such metering equipment at least once every twelve (12) months. A meter registering not more than two percent (2%) above or below normal shall be deemed to be accurate. The readings of any meter disclosed by test to be inaccurate shall be corrected for the thirty (30) days previous to such test in accordance with the percentage of inaccuracy found by such tests. If any meter fails to register for any period, the amount of water furnished during such period shall be deemed to be the amount of water delivered in the corresponding period immediately prior to the failure, unless CBU and Ellettsville shall agree upon a different amount. Ellettsville may require CBU to test the metering equipment more frequently than once every twelve (12) months as required above. If Ellettsville should require an additional test(s) which disclose that any meter(s) is not accurate, as described above, CBU shall bear the cost of the additional testing. If Ellettsville should require an additional test(s) which discloses that any meter(s) is accurate, as described above, Ellettsville shall bear the cost of the additional testing. Any cost of the additional testing of an accurate meter(s) charged to Ellettsville will be charged at CBU's actual cost incurred and CBU shall provide verification of those costs if so requested by Ellettsville.
7. Billing Procedure. CBU shall provide the Secretary for Ellettsville, at such address as may be from time to time furnished to CBU, an itemized statement of the amount of water delivered to Ellettsville during the preceding month.
8. Rates. The rate for water to be sold under this Contract shall be \$2.39 per one thousand (1,000) gallons, which is the rate shown on CBU's Tariff on file with the IURC for resale of water by CBU existing at the time of execution of the Contract. The parties agree that this rate may increase or decrease from time to time during the term of this Contract, pursuant to a duly adopted ordinance of the City of Bloomington, Indiana, subject to the approval of the IURC or its successor. CBU shall give written notice to Ellettsville of any filing which CBU makes with the IURC regarding any matter which affects Ellettsville. Such notice shall be made contemporaneously with such filing.
9. Payment. Ellettsville shall pay CBU no later than twenty (20) days after the date of billing for water delivered during the previous month. Payment shall be in accordance with the rates as set out in Section 8 of this Contract, plus any applicable monthly meter charges.

10. Reports. Ellettsville shall, on an annual basis, submit to CBU a copy of its report to the Indiana Utility Regulatory Commission or, if Ellettsville is not required to file such report, a copy of its audited financial report along with the number of customers served by class and the amount of water sold in gallons by customer class. Ellettsville shall also, on an annual basis, submit to CBU a copy of its current schedule of rates and charges.
11. Failure to Deliver. CBU will, at all times, operate and maintain its system in an efficient manner and will take such action as may be necessary to furnish Ellettsville with quantities of water required by Ellettsville. Temporary or partial failures to deliver water shall be remedied with all possible dispatch. In the event of an extended shortage of water, water emergency, or the supply of water available to CBU is otherwise diminished over an extended period of time, the supply of water to Ellettsville shall be restricted, reduced or diminished in the same manner, ratio or proportion as the supply to other customers of CBU is restricted, reduced or diminished. An Act of God or other occurrence or event beyond the control of the parties which results in the inability of performance under this Contract by either CBU or Ellettsville shall operate to suspend the obligations of this Contract until such time as remedial action will permit a resumption of performance.
12. Regulatory Agencies and Dispute Resolution. This Contract is subject to 170 IAC 1-1 *et seq.* and 170 IAC 6 *et seq.* and other rules and regulations of the IURC that are applicable to public water utilities. CBU and Ellettsville will cooperate in obtaining such permits and approval as may be required to comply with those rules and regulations and with all other controlling law unless Ellettsville determines that the permit or approval sought by CBU is not in the best interest of Ellettsville. The IURC shall have sole jurisdiction to resolve any disputes arising under this Contract, and the service boundaries between CBU and Ellettsville. If a party ("Initiating Party") to this Contract, which has been removed from the IURC's jurisdiction, proposes to undertake an action or activity, or to cease an action or activity, which would have required IURC approval if the Initiating Party were still regulated by the IURC, and affects the other party ("Responding Party") to this Contract, the Initiating Party shall notify the Responding Party at least thirty (30) days prior to implementing the proposal. If the Responding Party agrees to the proposal, the parties will cooperate to implement the proposal. If the Responding Party objects to the proposal, it shall so notify the Initiating Party within thirty (30) days. If the Responding Party timely objects, the Initiating Party shall not implement the proposal. If the parties cannot reach agreement on the proposal, the parties agree to submit the dispute to the IURC for resolution and stipulate to the IURC's jurisdiction over the parties and subject matter as may be necessary to resolve the dispute. If the IURC refuses to hear and resolve the dispute, the parties shall submit the dispute to arbitration as follows:
 - a. The arbitrator must be an attorney who has served as an IURC Commissioner or Administrative Law Judge, or an attorney with at least five (5) years of experience in IURC practice. If the parties do not agree as to an arbitrator, each party will submit a list of three (3) qualified individuals who have indicated a willingness to serve as an arbitrator. The current Chairman of the Utility Section of the Indiana State Bar Association will be asked to select a seventh candidate. Each party will strike three (3) names from the list of seven and the remaining candidate will serve as the arbitrator to

resolve the dispute.

- b. The arbitration will be conducted as if both parties were fully regulated pursuant to the Public Service Act, as amended, 170 IAC 1-1 *et seq.* and 170 IAC 6 *et seq.*, and in accordance with all procedural requirements and practices of an IURC hearing. If the parties do not agree on a procedural schedule and a schedule for the pre-filing of evidence to be submitted at the arbitration, the parties will submit their respective proposals to the arbitrator, who will then determine a procedural and pre-filing schedule.
- c. The arbitration proceeding will be of record unless both parties waive this requirement. The Initiating Party will have the burden of proof and the burden of going forward in support of its proposal, and will have the right to open and close. The parties will have the right to present such witnesses and evidence as they deem appropriate in support of their respective positions. At the close of the parties' presentations, the parties will have the right to submit briefs and proposed orders to the arbitrator. The arbitrator will submit his or her written determination of the dispute within sixty (60) days of the submission of the parties' last post-arbitration submission. The arbitrator's final determination will be in the general form of an IURC order.
- d. The costs of arbitration, including but not limited to the arbitrator's fee, reporter's sitting fee and any facility fee, shall be shared equally, and promptly paid, by the parties. Each party shall be responsible for its own respective attorney fees, professional fees, witness fees, transcript fees and other fees and costs related to each party's own arbitration presentation.

Secondary Provider. During the term of this Contract, Ellettsville shall not obtain water from a source other than CBU except under the "Failure to Deliver" circumstances set out in Section 9 above. Upon recovery of CBU's ability to deliver water, Ellettsville shall not obtain water from another source.

- 13. Boundaries. The territory and boundaries within which Ellettsville shall be permitted to furnish water to its customers shall be as shown on the map which is attached hereto, marked as Exhibit "B", and by this reference incorporated herein. The Indiana Regulatory Commission shall have sole jurisdiction to hear and to resolve any and all disputes arising under this Contract as to the service boundaries of Ellettsville and CBU.
- 14. Cross-Connections. With the exception of paragraph 14(c), Ellettsville shall not permit any cross-connections between private and individual systems. A cross-connection, for purposes of this Contract, is defined as follows:
 - a. The connection into the distribution system of Ellettsville by any private or individual water distribution system which resells water at retail or wholesale to customers or members of the private or individual system; or
 - b. The connection into the distribution system of Ellettsville of any distribution system, line or pipe which is connected to any water or sewer source, sanitary or storm, other than

CBU's water distribution system.

- c. The parties acknowledge that Ellettsville has an existing cross connection with Maple Grove Water District. This cross connection is exempt from Section 14 prohibiting cross connections.

15. Revisions to Contract. All provisions of this Contract may be modified or altered in writing by the mutual agreement of CBU and Ellettsville, subject to required regulatory approvals.

16. Prior Contract. This Contract supersedes any and all previous contracts for the sale of water by and between the parties.

17. Intent to be Bound. CBU and Ellettsville each bind themselves and their successors, and assigns in respect to all provisions of this Agreement.

IN WITNESS WHEREOF, the parties hereto have set their hands and seals on the day and date first set forth.

**CITY OF BLOOMINGTON
UTILITIES SERVICE BOARD**

By:

Sam Frank, President
Utilities Service Board

Attest:

Vic Kelson, Director
City of Bloomington Utilities

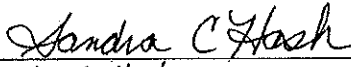
John Hamilton, Mayor
City of Bloomington

TOWN OF ELLETTSVILLE

By:



Brian Scott Oldham, Town Council President
Town of Ellettsville



Sandra C. Hash, Town Council Secretary
Town of Ellettsville